

Terms of Use

This page (together with the documents referred to on it) provides you with the terms and conditions on which you may make use of the website, whether as a visitor or a registered user. Please read these terms and conditions of use carefully before you start to use the site. By using the website, you indicate that you accept and agree to abide by these terms and conditions of use. If you do not agree to these terms and conditions of use, please refrain from using the website.

ACCESSING THE WEBSITE

Access to the website is permitted on a temporary basis, and we reserve the right to withdraw or amend the information and/or services we provide on the website without notice (see below).

We will use reasonable endeavours to ensure that the site is available 24 hours, 7 days a week. We will not, however, be liable if for any reason the website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the website, or the entire website, to users who have registered.

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions of use.

When using the website, you must refrain from making or doing anything listed under the "Prohibited Uses" section of these terms and conditions.

You are responsible for making all arrangements necessary for you to have access to the website. You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms and conditions, and that they comply with them.

USE OF THE WEBSITE

These terms and conditions regulate the access to information posted on the website and related services in particular website notifications and posting of comments and/or the use of the website for the purpose of submitting application forms available on the website to the relevant ministries, departments or other entities within the Government of Malta.

Automated Notifications and Comments:

This website may offer the service of automated notification on information updates within the website. The notifications functionality allows users to choose what to be notified and when to be notified on information changes. Notifications will be delivered via the email address provided by the user.

This website may also offer a comments feature to provide interaction between users and the website owner. The feature allows users to intervene and participate in discussions related to the information posted on the website. In the event that such feature is functional, we reserve the right to remove comments that:

- contain abusive, obscene, indecent or offensive language, or link to obscene or offensive material
- contain swear words or other sorts of profanity are completely removed from the topic of conversation or are non-relevant to the item posted on the wall
- contain abusive language towards an individual involved in the thread, other organisations or the page administrator
- constitute spam or promote or advertise products, except where it is for an event, publication or similar item that has direct relevance to the subject of discussion. Information about locating and sharing knowledge and expertise is welcomed, but within the specific discussion provided
- are designed to cause nuisance to the page administrator or other users.

We reserve the right to disable the comments feature at any time without notice.

The automated notifications and comments feature are available to users that have obtained a Maltese Electronic Identity (e-ID). For more information about the e-ID, you may visit www.servizz.gov.mt

Online Transactions through Electronic Forms:

You may authenticate with the e-Forms website through e-ID or by registering on the e-Forms website using your e-mail account. If you are eligible to apply for an e-ID, you are not permitted to register on the e-Forms website using your e-mail account.

Once you register, you will receive an e-mail notification indicating that your registration to the e-Forms website has been successful and you should be able to login using your credentials. As a registered user you will be able to use the following features:

- fill in online forms (hereinafter referred to as “e-Forms”)
- affect payments for the respective e-Forms
- attach the necessary documents to the relevant e-Forms before submitting
- sign documents and e-Forms
- submit e-Forms
- track e-Forms submitted
- receive notifications regarding the submitted e-Forms
- view history of e-Forms submitted
- use guidance mechanisms and help features found on the forms

Registered Users should make sure to read the specific terms and conditions regulating e-Forms transactions prior to submitting an e-Form. Such terms are available [here](#).

USE OF GOVERNMENT MOBILE APPLICATIONS

“Mobile App” means the software application provided by the Government of Malta (‘Us / We / Our’) which enables access to Government services on mobile devices including any third party software or documentation which enables the use of the software application and any upgrades thereto made available from time to time.

The Government of Malta hereby grants the User (‘You / Your’) a non-exclusive, non-transferable, royalty-free, revocable licence to use the Mobile App for Your personal use in accordance with these terms and conditions and subject to any rules or policies applied by any appstore provider or operator from whose site the Mobile App has been downloaded (‘Appstore’).

All trademarks, copyright, database rights and other intellectual property rights of any nature in the Mobile App together with the underlying software code are owned either directly by Us or by Our licensors. We do not sell the Mobile App to You. We remain the owners of the Mobile App at all times.

The Mobile App is currently made available to You free of charge. You may make use of the Mobile App in order to provide Your services but You shall not resell or redistribute the Mobile App for profit. We reserve the right to amend or withdraw the Mobile App or charge for the Mobile App or service provided to You, at any time and for any reason.

Any data being utilised by the Mobile App shall be subject to the specific terms and conditions governing the re-use of public sector information.

If You are not the bill payer for the mobile device being used to access the Mobile App, You will be assumed to have received permission from the bill payer for using the Mobile App. You acknowledge, and shall ensure that the bill payer acknowledges, that the terms of agreement with their respective mobile network provider (‘Mobile Provider’) will continue to apply when using the Mobile App. As a result, the bill payer may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile App or any such third party

charges as may arise. You agree, and shall ensure that the bill payer agrees, that the bill payer accepts responsibility for any such charges.

Any (a) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Mobile App; or (b) create derivative works of the Mobile App of any kind whatsoever, shall be strictly prohibited.

We shall use all reasonable efforts for the Mobile App to be fully functional a) where this is technically feasible and b) on devices (i) that are considered mainstream; (ii) having a mainstream operating system; (iii) having the software stack configured as supported by the original device vendor; (iv) having the operating system patched with the latest updates.

The version of the Mobile App may be upgraded from time to time to add support for new functions and services.

We do not accept any responsibility whatsoever for unavailability of the Mobile App or any difficulty or inability to download or access content due to any acts or omissions of the Appstore or any other communication system failure which may result in the Mobile App being unavailable.

You acknowledge that the Mobile App may be affected by factors which are beyond Our reasonable control including, but not limited to, the internet and mobile networks which directly impact the availability of the Mobile App and the quality of the user experience.

From time to time updates to the Mobile App may be issued through the Appstore. Depending on the update, You may not be able to use the Mobile App until You have downloaded or streamed the latest version of the Mobile App and accepted any new terms.

We may terminate use of the Mobile App at any time by giving You prior notice of termination. Upon any termination: (a) the rights and licenses granted to You herein shall terminate; (b) You must cease all use of the Mobile App.

Without prejudice to the other terms on limitation of liability and disclaimer of warranties set out within, We are not liable to You for any damage or alteration to Your equipment including, but not limited to, computer equipment, handheld device or mobile telephones as a result of the installation or use of the Mobile App.

We shall not be held liable in the event of any technical malfunctions occurring during the usage of the Mobile App arising from the downloading of other applications, any technical faults, misuse of Your device, battery life, connectivity issues or any other factors that may arise and which are beyond Our reasonable control.

PROHIBITED USES

You may use the website only for lawful purposes. You may not use the website:

- In any way that breaches any applicable law or regulation
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- In any way which may infringe our rights or the rights of third parties
- To post, transmit or disseminate any information on or via the Website which is obscene, defamatory or in any way harmful
- To obtain or attempt to obtain unauthorised access to the Website
- To alter, deface or interfere with the Website in any way
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware
- Attempt to gain unauthorized access to any portion or feature of the services, or any other systems or networks connected to the services or to any Government of Malta server, or to any of the services offered on or through the website, by hacking, password “mining” or any other illegitimate means
- To probe, scan or test the vulnerability of the website, including the services or any network connected to the website, nor breach the security or authentication measures on the website, including the services or any network connected to the website, including the services
- To reverse look-up, trace or seek to trace the source of any information on any other user of or visitor to the website, or any other customer of the Government of Malta, including any service account not owned by you or exploit the website or any service or information made available or offered by or through the website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the website or any service provided through the website;
- To forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Government of Malta on or through the website or any service offered on or through the website. You may not pretend that you are, or that you represent, someone else, or impersonate any other person or entity unless authorised.

We reserve the right to disclose your personal information to any competent law enforcement authorities in the event of a breach of the preceding paragraph.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of the website in contravention of the provisions of these terms and conditions.

Not to access without authority, interfere with, damage or disrupt:

- (i) any part of the website;
- (ii) any equipment or network on which the website is stored;
- (iii) any software used in the provision of the website; or
- (iv) any equipment or network or software owned or used by any third party.

Not to use any “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the services or any content provided through this website, or in any way reproduce or circumvent the navigational structure or presentation of the services or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the website. We reserve the right to bar any such activity.

Not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website or Government of Malta systems or networks, or any systems or networks connected to the website.

Not to use any device, software or routine to interfere or attempt to interfere with the proper working of the website, including the services, or any transaction being conducted on the website with any other person or entity using the website, including the services.

LINKS TO OTHER WEBSITES

Where the website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

LINKS TO THIS WEBSITE

You may link to the website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

The website must not be framed on any other site.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off copies, and may download extracts, of any page(s) from the website for your personal reference and you may draw the attention of others within your organisation to material posted on the website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

If you print off, copy or download any part of the website in breach of these terms and conditions of use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RELIANCE OF INFORMATION POSTED

Commentary and other materials posted on the website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the website, or by anyone who may be informed of any of its contents.

CHANGES TO THE WEBSITE

We aim to update the website regularly, and may change the content at any time. If the need arises, we may suspend access to the website, or close it indefinitely. Any of the material on the website may be out of date at any given time, and we are under no obligation to update such material.

COOKIES

A session cookie is a piece of data which is stored on your computer and which expires once you close down your internet browser. The website uses session cookies to temporarily identify user actions when using the website, including the services. A session cookie is information stored in your browser's cache which is only available to the website for the duration of your browser's lifetime window (session) when accessing the website or the services and no other site can request this information. By using this website or the services you consent to the storage of cookies on your personal computer. To ensure that the information stored by the session cookie is cleared from cache on your personal computer, it is highly recommended that you close your browser when you finish using the website or the services.

SECURITY

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any material posted on it, or on any website linked to it.

LIMITATION OF LIABILITY

The material displayed on the website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, any identified contributors (including entities within Government of Malta) and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by law.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the website or in connection with the use, inability to use, or results of the use of the website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;
loss of business;
loss of profits or contracts;
loss of anticipated savings; loss of data;
loss of goodwill;
wasted management or office time;

and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for any other liability which cannot be excluded or limited under applicable law.

DISCLAIMER OF WARRANTIES

We give you no warranty or assurance. We declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law. You should note in particular:

The services provided through this website are not intended to constitute a definitive or complete statement of the law on any subject.

The services provided through this website are not intended to constitute legal advice in any specific situation.

The services provided through this website include archived information and resources, which may be incorrect or out of date.

The services provided through this website, and our means of delivering it may be incompatible with your software or computer configuration.

We may change or withdraw part or all of any services provided through this website at our discretion.